



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-003329-26

In the matter of: 1, 814 JANE ST
YORK ON M6N4C1

Between: 16137456 CANADA INC. Landlord

And

PATRICK STANISLAUS Tenant

16137456 CANADA INC. (the 'Landlord') applied for an order to terminate the tenancy and evict PATRICK STANISLAUS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2026.

The Landlord's Legal Representative Kurt Shmuir, the Tenant's Agent Catherine Brown, and the Tenant Patrick Stanislaus attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Landlord takes the position that the lawful rent is \$1,300.00, due on the 1st day of each month, and that rent arrears are owing because the Tenant has been paying \$88.00 less than the Landlord's stated rent amount.
4. The Tenant disputes the Landlord's stated lawful rent. The Tenant's evidence is that the lawful monthly rent is \$1,212.00 and that he has not missed any rent payments. Rather, he testified that he has consistently paid \$1,212.00 per month for many years. The Tenant also stated that after he moved in, there were issues in the unit and, in or about 2016, the former Landlord reduced the rent, and later made incremental increases, resulting in a rent of \$1,212.00 which the Tenant has paid since that time. The Tenant also provided documentary evidence of payment history consistent with paying the lower rent amount of \$1,212.00.

5. The Landlord relied primarily on a 2015 lease from the former Landlord showing rent of \$1,300.00, including parking. The Landlord's Legal Representative advised the Landlord purchased the property in or about July 2024. However, the Landlord did not provide persuasive evidence establishing the lawful rent at the time the Landlord acquired the property or during the period for which arrears are claimed, beyond the historical 2015 lease.
6. In my view, the Landlord did not provide sufficient evidence to establish that the lawful rent during the period claimed was \$1,300.00. Although the Landlord relied on a 2015 lease, there was no persuasive evidence explaining what occurred in the tenancy after that time or reconciling the claimed rent with the Tenant's evidence that he had long been paying \$1,212.00. For example, the Landlord could have provided documents such as a rent ledger, notices of rent increase, an agreement or other records respecting a rent change, or materials from the time of purchase such as a rent roll, tenant rent confirmation, or similar information to support the rent amount being claimed. In the absence of such evidence, I am not satisfied that the Landlord established the lawful rent amount alleged in the N4 Notice and the L1 application.
7. I also considered the Landlord's request for an adjournment on the basis that the lawful rent was in dispute and the Landlord's Legal Representative had been recently retained. I denied the request. The Landlord's position was that the lawful rent stated in the N4 Notice and L1 application was correct. The Tenant sought to proceed to a hearing and the issue of lawful rent is central to an L1 application. The Landlord had notice of the dispute and the opportunity to present evidence at this hearing.
8. Having reviewed and weighed all of the evidence, I find on a balance of probabilities that the lawful monthly rent for the rental unit during the period at issue is \$1,212.00, as submitted by the Tenant.
9. I make this finding because the Tenant's evidence about the rent he has actually paid over an extended period was credible and consistent with the payment evidence presented. In contrast, the Landlord's evidence did not establish the lawful rent amount for the relevant period. The 2015 lease alone, without persuasive evidence addressing what occurred in the many years since, and without evidence of the rent being charged and paid at the time the Landlord acquired the property, is insufficient to prove that the lawful rent remained \$1,300.00.
10. Because the Landlord has not established the lawful rent amount stated on the N4 Notice and in the L1 application, the Landlord has also failed to establish that the arrears amounts claimed were correctly calculated. The Landlord's claim for arrears is premised on a rent of \$1,300.00. Given my finding that the lawful rent is \$1,212.00 and the Tenant's evidence that he has paid that amount, the Landlord has not proven, on a balance of probabilities, that rent arrears are owing.

11. The Landlord has therefore not established grounds for termination and eviction for non-payment of rent, nor entitlement to the monetary relief claimed on this application.

It is ordered that

1. The Landlord's application is dismissed.

April 10, 2026
Date Issued

Kyle Anderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.